

1 MICHELLE UZETA, SBN 164402  
2 NISHA N. VYAS, SBN 228922  
3 DANNY Y. YOO, SBN 251574  
[dyoo@hrc-la.org](mailto:dyoo@hrc-la.org)  
4 Attorneys for Plaintiffs  
5 520 S. Virgil Avenue, Suite 400  
6 Los Angeles, CA 90020  
7 Tel: (213) 387-8400 ext. 34  
8 Fax: (213) 381-8555

9 JAMES J. McDONALD, Jr, Bar No. 150605  
10 e-mail: [jmcdonald@laborlawyers.com](mailto:jmcdonald@laborlawyers.com)  
11 CHRISTINE D. BARAN, Bar No. 158603  
12 e-mail: [cbaran@laborlawyers.com](mailto:cbaran@laborlawyers.com)  
13 FISHER & PHILLIPS LLP  
14 18400 Von Karman Avenue, Suite 400  
15 Irvine, California 92612  
16 Telephone (949) 851-2424  
17 Facsimile (949) 851-0152

18 Attorney for Defendants JS & RS, INC. and  
19 11687-11677 GOSHEN PARTNER, LLC dba MAJESTIC  
20 PROPERTIES erroneously sued as MAJESTIC PROPERTIES, a  
21 California Limited Partnership,

22 UNITED STATES DISTRICT COURT  
23 CENTRAL DISTRICT OF CALIFORNIA

24 NATALIE RIVKIN, an  
25 individual; and SOUTHERN  
26 CALIFORNIA HOUSING RIGHTS  
27 CENTER, a non-profit  
28 corporation dba HOUSING  
RIGHTS CENTER,

Plaintiffs,

vs.

JS & RS, Inc., a California  
Corporation; MAJESTIC  
PROPERTIES, a California  
Limited Partnership,

Defendants.

Case No.: CV-08-03719 FMC  
(AGRx)

**[AMENDED] PROTECTIVE ORDER  
RE: STIPULATED  
CONFIDENTIALITY AGREEMENT**

29 Plaintiffs, NATALIE RIVKIN, an individual, and  
30 SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER, a non-

1 profit corporation dba HOUSING RIGHTS CENTER,  
2 (collectively "PLAINTIFFS"), through their attorney,  
3 and Defendants, JS & RS, INC. and 11687-11677 GOSHEN  
4 PARTNER, LLC dba MAJESTIC PROPERTIES erroneously sued  
5 as MAJESTIC PROPERTIES, a California Limited  
6 Partnership (collectively "DEFENDANTS"), through their  
7 counsel, hereby stipulate and agree that the  
8 preparation and trial of this action may require the  
9 disclosure of documents, knowledge and information  
10 claimed to contain or constitute private or  
11 confidential matters including, but not limited to,  
12 techniques employed by the Housing Rights Center in  
13 conducting fair housing investigations ("Confidential  
14 Investigations Information"), confidential tenant  
15 information, personnel records, documents or records  
16 that reveals, reflects, or otherwise refers to  
17 proprietary, sensitive, and/or confidential  
18 information, and trade secret information (hereinafter  
19 referred to collectively as "Confidential Documents".)

20 Subject to the approval of this Court, PLAINTIFFS  
21 and DEFENDANTS have therefore stipulated and agreed to  
22 the entry of an order by the Court governing the use  
23 and disclosure of the Confidential Documents during  
24 the course of this action.

25 NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED  
26 by and between PLAINTIFFS and DEFENDANTS, through  
27 their counsel, that:

28 1. The term "THIS ACTION" as used herein shall

1 mean the matter brought before the United States  
2 District Court, Central District, styled *NATALIE*  
3 *RIVKIN, an individual, and SOUTHERN CALIFORNIA HOUSING*  
4 *RIGHTS CENTER, a non-profit corporation dba HOUSING*  
5 *RIGHTS CENTER, v. MAJESTIC PROPERTIES, a California*  
6 *Limited Partnership* (Case No.: CV 08-3719 FMC (AGRx)).

7 2. Any documents, materials, and/or information  
8 produced, served or exchanged in the course of this  
9 action may be designated as "CONFIDENTIAL" pursuant to  
10 the terms of this Stipulated Confidentiality Agreement  
11 if the designating party or attorney reasonably  
12 believes that such designation is necessary to protect  
13 the Confidential Documents.

14 3. All documents, materials and/or information  
15 produced or exchanged in the course of this action  
16 designated "CONFIDENTIAL," shall be used solely for  
17 the purpose of THIS ACTION, and shall not be made  
18 available to persons other than QUALIFIED PERSONS (as  
19 defined in Paragraph 4, below) or the party or non-  
20 party who produced the documents, materials and/or  
21 information; except that (1) the parties hereto may  
22 use the Confidential Documents designated  
23 "CONFIDENTIAL" in lodgings made with the court or in  
24 arguments made to the court; (2) the parties hereto  
25 may use Confidential Documents designated as  
26 "CONFIDENTIAL" in depositions so long as that portion  
27 of the deposition transcript referring to said  
28 Confidential Documents or their subject matter as well

1 as the documents and materials themselves are sealed  
2 pursuant to the provisions of Paragraph 8 herein; and  
3 (3) the parties hereto may use Confidential Documents  
4 designated as "CONFIDENTIAL" in court proceedings or  
5 mediation between them. It is understood between the  
6 parties to this Stipulated Confidentiality Agreement  
7 that if Confidential Documents designated  
8 "CONFIDENTIAL" are used in this Action, the party  
9 introducing those documents, will take all reasonable  
10 steps to protect the confidentiality of the  
11 Confidential Documents, including, for example,  
12 notifying the court or mediator of this Stipulated  
13 Confidentiality Agreement. If Confidential Documents  
14 are used at trial, they will become public absent a  
15 separate Court order upon motion and sufficient cause  
16 shown. A party requesting that Confidential Documents  
17 be filed under seal must comply with Local Rule 79-5.

18 4. "QUALIFIED PERSON" as used herein means: (a) a  
19 party hereto, an officer, partner, or director of a  
20 party hereto, or in-house counsel of a party having  
21 responsibility for or working on THIS ACTION, or (b)  
22 outside counsel employed by a party to THIS ACTION, or  
23 an employee of such counsel to whom it is necessary  
24 that the Confidential Documents be shown for purposes  
25 of THIS ACTION, or (c) other employees of a party for  
26 the purpose of working directly on THIS ACTION at the  
27 request or at the direction of counsel, or (d) non-  
28 attorneys retained by a party or its attorneys of

1 record in THIS ACTION to assist in THIS ACTION, such  
2 as independent accountants, expert witnesses,  
3 consultants or other technical experts, (e) the Court  
4 and its personnel, including court reporters actually  
5 involved in transcribing depositions and proceedings  
6 in this litigation, or (f) nonparty witnesses and/or  
7 deponents but only during the course of their  
8 deposition or testimony given in connection with THIS  
9 ACTION.

10 In the event that any QUALIFIED PERSON to whom  
11 Confidential Documents is disclosed ceases to engage  
12 in the preparation for trial in THIS ACTION, access by  
13 such QUALIFIED PERSON to such Confidential Documents  
14 shall be terminated. However, the provisions of this  
15 Order shall remain in full force and effect as to any  
16 QUALIFIED PERSON who has been given access to  
17 "CONFIDENTIAL" documents.

18 5. "CONFIDENTIAL" designations in accordance with  
19 paragraph 2 above shall be made as follows:

20 (a) Designation of Confidential Documents, as  
21 "CONFIDENTIAL" shall be made by conspicuously stamping  
22 or writing "CONFIDENTIAL" on each page thereof or, if  
23 the document is more than one page long, by  
24 conspicuously stamping or writing "CONFIDENTIAL" on  
25 the first page thereof.

26 (b) Designation of a deposition, or portions  
27 thereof, as "CONFIDENTIAL" shall be made by a  
28 statement on the record by counsel for the party or

1 other person making the designation at the time of  
2 such testimony. The portions of depositions so  
3 designated as "CONFIDENTIAL" shall be taken only in  
4 the presence of persons qualified to receive such  
5 information pursuant to the terms of this Stipulated  
6 Confidentiality Agreement, the court reporter, the  
7 deponent, and the deponent's attorney. The parties  
8 shall instruct the court reporter to segregate such  
9 portions of the deposition in a separate transcript  
10 designated as "CONFIDENTIAL." Portions of such  
11 deposition transcripts shall be clearly marked as  
12 "CONFIDENTIAL" on the cover or on each page, as  
13 appropriate.

14 (c) Any party may designate Confidential  
15 Documents as "CONFIDENTIAL" even if not initially  
16 designated as "CONFIDENTIAL" in accordance with the  
17 terms of this Stipulated Confidentiality Agreement by  
18 so advising counsel for each other party in writing  
19 within thirty (30) days after the delivery of said  
20 Confidential Documents or receipt of the deposition  
21 transcript that it wishes to designate as  
22 "CONFIDENTIAL." Until the thirty-day period expires,  
23 all discovery shall be treated as "CONFIDENTIAL."  
24 Thereafter, documents, materials and/or information  
25 designated as "CONFIDENTIAL" shall be treated in  
accordance with the terms of this Stipulated  
Confidentiality Agreement.

28 6. Any party has the right to challenge any

1 "CONFIDENTIAL" designation made by any other party  
2 pursuant to this Stipulated Confidentiality Agreement.

3 (A) If any party objects in writing to the  
4 "CONFIDENTIAL" designation of any documents, the  
5 designating party shall file an application to have  
6 the court determine whether the documents designated  
7 as "CONFIDENTIAL" is in fact confidential, and such  
8 application shall be filed and served within ten (10)  
9 days after receipt of the written objection.

10 (B) If any party receives documents that have not  
11 been designated as "CONFIDENTIAL" but believes that  
12 such documents is confidential, the party requesting  
13 "CONFIDENTIAL" designation of the documents, materials  
14 and/or information shall send written objection to the  
15 producing party requesting a "CONFIDENTIAL"  
16 designation. If the producing party does not agree to  
17 such designation, the party requesting the  
18 "CONFIDENTIAL" designation shall file an application  
19 to have the court determine whether the documents not  
20 designated as "CONFIDENTIAL" is in fact confidential,  
21 and such application shall be filed and served within  
22 ten (10) days after sending the written objection.  
23 The party seeking the "CONFIDENTIAL" designation shall  
24 have the burden of proving that the designated  
25 documents are entitled to protection.

26 The contested "CONFIDENTIAL" documents, shall be  
27 treated as "CONFIDENTIAL" pursuant to this Stipulated  
28 Confidentiality Agreement until the court rules

1 otherwise. If no application is filed within ten (10)  
2 days after receipt of the written objection in the  
3 manner set forth in paragraph 6(A) above, or if no  
4 application is filed within ten (10) days after  
5 sending written objection in the manner set forth by  
6 paragraph 6(B) above, the contested documents shall no  
7 longer be treated as "CONFIDENTIAL" pursuant to this  
8 Stipulated Confidentiality Agreement after the  
9 expiration of the ten-day period.

10 7. If for some reason "CONFIDENTIAL" documents,  
11 are to be disclosed to a third-party witness at a  
12 deposition, or to an expert or consultant, or to  
13 anyone else entitled to receive such documents under  
14 this Stipulated Confidentiality Agreement, prior to  
15 such documents being disclosed, a copy of this  
16 Stipulated Confidentiality Agreement shall be shown to  
17 such individual and his or her agreement to abide by  
18 the terms of this Stipulated Confidentiality Agreement  
19 by maintaining the "CONFIDENTIAL" nature of documents,  
20 shall be obtained by counsel. Such agreement shall be  
21 reflected by having that person sign a copy of this  
22 Stipulated Confidentiality Agreement. If such  
23 individual refuses to assent to be bound by this  
24 Stipulated Confidentiality Agreement, disclosure to  
25 that individual of "CONFIDENTIAL" documents shall not  
26 be permitted without an Order of the court or  
27 agreement between the parties.

28 8. The original, and all copies, of any

1 deposition or portion thereof taken herein and  
2 designated as "CONFIDENTIAL" shall be so designated by  
3 the reporter. The court reporter shall label the  
4 envelope in which the deposition transcripts are  
5 maintained: "This deposition was taken subject to the  
6 Stipulated Confidentiality Agreement." The reporter  
7 shall provide copies of such deposition transcripts  
8 only to the deponents and the attorneys for the  
9 parties hereto. If the deposition transcript or any  
10 portion thereof is lodged or otherwise provided to the  
11 court, the transcript will be subject to the  
12 provisions of this Order.

13 9. Within 15 days after conclusion of trial, or  
14 as otherwise agreed to by the parties in writing, any  
15 originals or reproductions of any "CONFIDENTIAL"  
16 documents shall be returned to the producing party or  
17 non-party upon request.

18 10. Nothing in this Stipulated Confidentiality  
19 Agreement shall prohibit a party from seeking  
20 additional, modified or further protection of  
21 "CONFIDENTIAL" documents and/or information during or  
22 before the trial of THIS ACTION by stipulation among  
23 all the parties, approved by the court, by application  
24 to the court, or by the court's Order.

25 11. This Stipulated Confidentiality Agreement and  
26 the agreements embodied herein shall survive the  
27 termination of THIS ACTION and continue in full force  
28 and/or effect thereafter.

1       12. The provisions of this Stipulated  
2 Confidentiality Agreement are intended solely to  
3 facilitate the preparation and trial of THIS ACTION,  
4 and shall not be construed in any way as an admission  
5 or agreement by any party that any Confidential  
6 Documents do or do not constitute or contain private  
7 or confidential information.

8       13. Nothing in this Stipulated Confidentiality  
9 Agreement shall be construed to affect either the  
10 discoverability or admissibility at trial of any  
11 documents, materials, and/or information nor shall any  
12 party's entry into this Stipulated Confidentiality  
13 Agreement be deemed to waive either its, his, or her  
14 right to object to the production of documents,  
15 materials, and/or information on appropriate grounds,  
16 or to move to compel the production of documents,  
17 materials, and/or information wrongfully withheld from  
18 production by another party or entity.

19       14. All new parties hereafter brought into the  
20 litigation shall be bound by the terms of this  
21 Stipulated Confidentiality Agreement. Any such party  
22 may, by noticed motion and for good cause, seek an  
23 order from the court for relief from applicability of  
24 this Stipulated Confidentiality Agreement.

25       **IT IS SO ORDERED**

26  
27       Dated: September 9, 2008



28       THE HON. ALICIA G. ROSENBERG  
U.S. DIST. MAGISTRATE JUDGE

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

---

PROOF OF SERVICE